

NO. 19883

FILED WITH SECRETARY OF STATE

Date Filed 07/17/95

Gene H. Hull
Secretary of State

By *Vicky Greenwald*

AG Contract No. KR95-0423-TRN
ADOT-ECS File No.: JPA- 95-08
TRACS No.: H 0409 03C
Project: Gila River Bridge
Mitigation
Section: SR-85, Robbins Butte
Wildlife Area

INTERAGENCY COOPERATIVE AGREEMENT
BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION
AND
THE ARIZONA GAME AND FISH COMMISSION

THIS AGREEMENT is entered into 17 July, 1995,
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between agencies of the STATE OF ARIZONA,
to wit; the DEPARTMENT OF TRANSPORTATION, acting by and through
its HIGHWAYS DIVISION (the "ADOT") and the ARIZONA GAME AND
FISH COMMISSION (the "Commission") and the ARIZONA GAME AND
FISH DEPARTMENT acting as administrative agent for the
Commission, (the "AGFD").

I. RECITALS

1. The ADOT is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the ADOT.

2. The Commission is empowered by Arizona Revised
Statutes Section 17-231.B.7, to enter into this agreement and
has by resolution, a copy of which is attached hereto and made
a part hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the Commission.

3. Due to the ADOT's project to construct new Gila River
bridges on SR 85, it is necessary to replace the right of way
taken from AGFD, and plant and irrigate 28 acres at the Robbins
Butte Wildlife Area to establish a wildlife habitat.

4. The Commission acquired the Robbins Butte Wildlife
Area with federal aid assistance for wildlife purposes through
the US Department of Interior, Fish and Wildlife Service
(hereinafter "FWS Regional Director") and the FWS Regional
Director, in accordance with applicable authorities, upon
placement of appropriate signature, does hereby concur with and
approve of this agreement.

THEREFORE in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The ADOT will plant and maintain 28 acres on the Robbins Butte Wildlife Area, as specified in the plans and special provisions with the contractor for thirty-six (36) months, at ADOT expense.

2. The ADOT's contractor will use an existing AGFD electric irrigation pump powered by Arizona Public Service (APS).

3. The ADOT and AGFD are responsible for paying their respective portions of the electric bill.

5. No more than monthly, the ADOT will invoice the AGFD for its portions of the electric costs, estimated at \$100.00 per month.

6. On a monthly basis, the AGFD will remit payment upon receipt of an invoice from the ADOT.

7. At the end of the thirty-six (36) months, the AGFD will resume total maintenance.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of thirty-six (36) months from the time of the start of establishment of said work; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time, upon thirty (30) days written notice to the other party.

2. Modifications within the scope of this agreement shall be made by mutual consent of the parties, by the issuance of written notification, signed and dated by all parties, prior to any changes being performed.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Arizona Game and Fish Department
Duane L. Shroufe, Director
2221 W. Greenway Road
Phoenix, AZ 85023

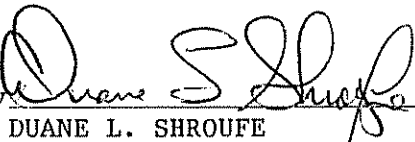
8. Attached hereto and incorporated herein by reference is the written determination of legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

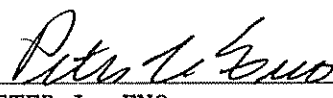
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA

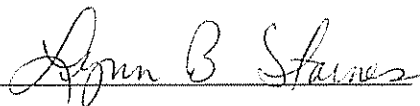
GAME AND FISH COMMISSION

DEPARTMENT OF TRANSPORTATION

By  6/5/95
DUANE L. SHROUFE
Secretary to the Commissioner
and Director
Arizona Game & Fish Department

By 
PETER L. ENO
Contract Administrator

Approved: United States
Fish and Wildlife Service

By 
Regional Director


Date May 22, 1995

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RESOLUTION

BE IT RESOLVED on this 1st day of March 1995, that I, the undersigned, LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Arizona Game and Fish Commission for the purpose of defining responsibilities for the replacement of right of way for wildlife habitat establishment, due to the construction of new Gila River bridges on SR 85.

THEREFORE, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.



LARRY S. BONINE, Director
Arizona Department of
Transportation

ATTORNEY GENERAL
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

Pursuant to A.R.S. § 11-952, the foregoing agreement, being Interagency Cooperative Agreement with the Arizona Department of Transportation - Robbins Butte, has been submitted to the Attorney General as the attorney for the Arizona Game and Fish Department. The undersigned Assistant Attorney General has determined that said agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Game and Fish Department.

DATED this 12th day of April, 1995.

GRANT WOODS
Attorney General



JAMES F. ODENKIRK
Assistant Attorney General



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-0423--TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 10th day of July, 1995.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
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